

**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>UNITED STATES OF AMERICA</b>	<b>:</b>	<b>CRIMINAL NO.</b> _____
<b>v.</b>	<b>:</b>	<b>DATE FILED:</b> _____
<b>DOUGLAS E. CASTLE</b> <b>NOEL E.H. TAIT</b>	<b>:</b>	<b>VIOLATIONS:</b> <b>18 U.S.C. § 1343 (Wire fraud – 1 Count)</b> <b>18 U.S.C. § 2 (Aiding and abetting)</b> <b>18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c)</b> <b>(Criminal forfeiture)</b>

**I N F O R M A T I O N**

**COUNT ONE**

**THE UNITED STATES ATTORNEY CHARGES THAT:**

1. At all times material to this Information,
  - a. Windsor International Bank and Trust Company, Limited (“Windsor Bank”), was an offshore bank located at Chambers, Victoria Street, Grenville, St. Andrews, Grenada, West Indies.
  - b. Defendant DOUGLAS E. CASTLE was one of the founders of Windsor Bank who held various official positions with Windsor Bank, including Honorary Director, Chairman of the Special Financial Advisory Committee, and Senior Lending Advisor.
  - c. Defendant NOEL E.H. TAIT was one of the founders of Windsor Bank who held various official positions with Windsor Bank, including Chairman and Chief Executive Officer.

THE SCHEME TO DEFRAUD

2. From at least in or around January 1998, to on or about February 11, 2002, at West Chester, in the Eastern District of Pennsylvania, and elsewhere, defendants

**DOUGLAS E. CASTLE and  
NOEL E.H. TAIT**

devised and intended to devise a scheme to defraud investors, depositors and customers of Windsor Bank and to obtain money and property by means of false and fraudulent pretenses, representations, and promises.

It was part of the scheme that:

3. Sometime around October 1998, defendants DOUGLAS E. CASTLE and NOEL E.H. TAIT, with others, created Windsor Bank to defraud potential investors, depositors and customers who would transfer funds to Windsor Bank.

4. At the same time, defendant NOEL E.H. TAIT filed the required documents with authorities in Granada to establish Windsor Bank. Many of those documents included false and misleading information about individuals who were involved in Windsor Bank, the funds available to Windsor Bank and the services that Windsor Bank was going to provide.

Significantly, many of the individuals listed as employees and directors of Windsor Bank either did not exist or if they did exist, they did not possess the qualifications or perform the services as set forth in the Windsor Bank documents

5. On or about February 24, 1999, defendant NOEL E.H. TAIT opened a bank account in the name of Windsor Bank at the Grenada Cooperative Bank Limited ("Granada Cooperative Bank"), 8 Church Street, St. George's, Grenada. TAIT opened this account to

receive and disburse fraud proceeds that he and defendant DOUGLAS E. CASTLE would obtain on behalf of Windsor Bank.

6. Throughout the course of the scheme, defendants DOUGLAS E. CASTLE and NOEL E.H. TAIT engaged in numerous financial transactions and made representations designed to create the appearance to anyone dealing with Windsor Bank, including government officials in Granada as well as potential investors, depositors and customers of Windsor Bank, that Windsor Bank possessed assets worth billions of dollars when, in fact, Windsor Bank either did not have an ownership interest in those assets or those assets had virtually no value to Windsor Bank.

For example,

a. Defendants DOUGLAS E. CASTLE and NOEL E.H. TAIT prepared and caused to be prepared numerous Windsor Bank documents that were presented to those dealing with Windsor Bank that created the appearance that Windsor Bank owned land in Mexico valued at approximately \$3.3 billion when, in fact, Windsor Bank did not own any such property. These documents also falsely represented that the land in Mexico was generating millions of dollars in revenue for Windsor Bank when, in fact, the land did not generate any revenue for Windsor Bank.

b. Defendants DOUGLAS E. CASTLE and NOEL E.H. TAIT prepared and caused to be prepared numerous Windsor Bank documents that were presented to those dealing with Windsor Bank that created the appearance that Windsor Bank controlled bank guarantees issued by the Banco de Brazil, which were supposedly valued at \$363 million and would generate millions of dollars of revenue for Windsor Bank. Windsor Bank did not control the bonds as it represented, and the bonds did not generate any revenue for Windsor Bank as they

were virtually worthless.

7. In late 1999, defendant DOUGLAS E. CASTLE induced an individual, D.P., to invest approximately \$244,000 of his funds with Windsor Bank. CASTLE represented to D.P. that his investment in Windsor Bank would generate a significant rate of return. CASTLE provided to D.P., through various documents and an Internet website, false and misleading information about the financial status and activities of Windsor Bank and the nature of his potential investments.

8. After D.P. transferred his funds to defendant DOUGLAS E. CASTLE for investment in Windsor Bank, CASTLE issued D.P. fraudulent financial instruments that purported to represent D.P.'s investments in Windsor Bank. However, rather than invest D.P.'s funds in Windsor Bank, CASTLE converted the funds for his personal use and to further the fraudulent activities of Windsor Bank. D.P.'s funds were never deposited in Windsor Bank.

9. On or about March 1, 2000, to further the scheme, defendant NOEL E.H. TAIT, as Chairman of Windsor Bank, signed a document that stated falsely that a portion of D.P.'s funds was deposited in Windsor Bank and a portion of D.P.'s funds was loaned to defendant DOUGLAS E. CASTLE.

10. From on or about February 25, 2000, through on or about February 26, 2001, defendants DOUGLAS E. CASTLE and NOEL E.H. TAIT presented false and misleading information about Windsor Bank to several individuals and entities to induce them to deposit approximately \$240,000 in Windsor Bank's account at Granada Cooperative Bank.

11. From on or about February 29, 2000, through on or about September 10, 2001, defendant NOEL E.H. TAIT caused Granada Cooperative Bank to disburse those funds to

himself, to defendant DOUGLAS E. CASTLE and to others associated with Windsor Bank for the personal use of those associated with Windsor Bank and to further the fraudulent activity of Windsor Bank. To keep the scheme going, funds were also disbursed to some depositors who demanded that their funds be returned.

12. On March 9, 2001, after the Granada Cooperative Bank closed Windsor Bank's account, defendant NOEL E.H. TAIT opened a new account on behalf of Windsor Bank at Capital Bank International Limited ("Capital Bank"), Grenville & Deponthieu Streets, St. George's, Grenada. TAIT opened this account to receive and disburse fraud proceeds that he and defendant DOUGLAS E. CASTLE would obtain on behalf of Windsor Bank.

13. In or around May 2001, defendants DOUGLAS E. CASTLE and NOEL E.H. TAIT induced individuals, O.R. and J.S., who owned and operated a Canadian corporation, to deposit approximately \$1 million in Windsor Bank's account at Capital Bank. CASTLE and TAIT represented to O.R. and J.S. that they would receive from Windsor Bank a "bank guarantee" purportedly valued at \$1 million. CASTLE and TAIT further represented to O.R. and J.S. that their funds would be available to them, or to whomever they transferred the bank guarantee, and that the bank guarantee was funded by numerous Windsor Bank holdings valued well in excess of \$1 million.

14. From on or about May 7, 2001, when O.R. and J.S. deposited approximately \$1 million in Windsor Bank's Capital Bank account, through on or about October 5, 2001, defendant NOEL E.H. TAIT caused Capital Bank to disburse most of those funds to himself, to defendant DOUGLAS E. CASTLE and to others associated with Windsor Bank for the personal use of those associated with Windsor Bank and to further the fraudulent activity of Windsor

Bank. Contrary to the representations of CASTLE and TAIT, Windsor Bank had grossly insufficient holdings to fund the bank guarantee issued to O.R. and J.S.

THE WIRE

15. On or about December 21, 1999, in the Eastern District of Pennsylvania and elsewhere, having devised and intending to devise the scheme, defendants

**DOUGLAS E. CASTLE and  
NOEL E.H. TAIT,**

for the purpose of executing the scheme described above, and aiding and abetting its execution, caused to be transmitted by means of wire communication, that is, by facsimile transmission, in interstate commerce from Huntington, New York to West Chester, Pennsylvania, writings, that is, numerous false and misleading Windsor Bank documents, including fraudulent bank instruments and financial statements, designed to induce D.P. to transfer funds to Windsor Bank.

In violation of Title 18, United States Code, Sections 1343 and 2.

### **NOTICE OF FORFEITURE**

1. As a result of the violation of Title 18, United States Code, Section 1343, set forth in Count One of this Information, defendants

**DOUGLAS E. CASTLE and  
NOEL E.H. TAIT**

shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the commission of such offense, as charged in this Information, including, but not limited to, the sum of \$1,208,376 and:

- a. All funds in Capital Bank International, Ltd., St. George's, Grenada, Account No. 9911755, held in the name of Windsor International Bank & Trust Co., Ltd., up to the sum of \$849,970 U.S. Dollars.

### **SUBSTITUTE ASSETS**

2. If any of the property subject to forfeiture, as a result of any action or omission of the defendants:

- (a) cannot be located upon exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other

property of the defendants up to the value of the property subject to forfeiture.

All pursuant to Title 28, United States Code, Section 2461(c) and Title 18, United States Code, Section 981(a)(1)(C).

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**PATRICK L. MEEHAN**  
**United States Attorney**